



WIKWEMIKOONG UNCEDED TERRITORY DOG & CAT CONTROL LAW LAW NUMBER 01-2017

A law to regulate the keeping of dogs and cats in the Wiikwemikoong Unceded Territory, including provisions for Dog and Cat identification.

WHEREAS, the Constitution of Wiikwemikoong, the Dog Owner's Liability Act, the Pounds Act, and Criminal Code of Canada contain provisions enabling the Unceded Territory of Wiikwemikoong to regulate and identify Dog and Cats under the Constitution of the Unceded Territory of Wiikwemikoong.

NOW THEREFORE, The Chief and Council of the Wiikwemikoong Unceded Territory ENACTS AS FOLLOWS:

DEFINITIONS

In this Law, the term:

"Adult Person" is a person who has attained the age of eighteen years and is therefore regarded as independent, self-sufficient, and responsible.

"Aggressive Dog" means any dog is defined as threatening or harmful behavior directed toward another individual, including dog on dog aggression, aggression toward people, and aggression toward other animals. Aggression can include threat displays, lunging, growling, snarling, snapping, and biting.

"Animal Control Officer" means:

- (a) a person or class of person designated as such by a Law of the Wiikwemikoong Unceded Territory; Cancom Security personnel
- (b) any person, company, corporation or association providing an animal control service by contract to the Wiikwemikoong Unceded Territory; and,
- (c) any employee, agent, servant and representative of such person, company, corporation or association (Cancom Security Inc.).

"Cat" means a male or female cat of the feline domestic species, over the age of twelve weeks.

"Wiikwemikoong Unceded Territory" means The Territory of Wiikwemikoong.

"Control" means securely restrained on an approved leash, held by a person when the dog is on lands in the territory of Wiikwemikoong, other than that of the owner, unless prior consent is given by the person owning the land on which the dog is found.

"Dog" means a male or female dog of the canine species over the age of twelve weeks, but does not include a service dog.

"Dog Sled Team" is a team of dogs for a sport or transport method powered by dogs.

"Single Household" means a room or suite of two

(2) or more rooms designed or intended for residential use by a person or persons in which culinary and sanitary conveniences are provided for the exclusive use of such person or persons and having a private entrance from outside or from a common hallway or stairway inside and which is located in a residentially zoned part of the Wiikwemikoong Unceded Territory.

"Enclosed Pen" means a pen constructed with a secure top and sides and either a secure bottom effectively attached to the sides or sides embedded in the ground to a minimum depth of 30 centimeters (1 foot), or as otherwise approved by the Pound keeper. The pen shall provide humane shelter for the dog while preventing it from escaping therefrom and preventing entry therein of unsupervised children.

¹st Reading BCM#51-2016 February 08, 2016

²nd Reading BCM#281-2016 July 18, 2016

³rd Reading Final/Band Council Approval BCM#51-2017 February 21, 2017

“**Fee**” means a cost paid for services and damages

“**Service Dog**” means a dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

“**Kennel**” means: as defined in the Wiikwemikoong Unceded Territory’s Licensing Law.

“**Leash**” means a rope, chain or another similar device that is designed to restrain the dog it is controlling.

“**License**” means a license issued pursuant to this Law.

“**Microchip Implant**” means an electronic device implanted under the skin of a dog or cat so that the animal can be identified at all times by local authorities or Animal Control Officers.

“**Muzzled**” means a humane fastening or covering device of adequate strength over the mouth to prevent a dog from biting.

“**Owner**” means the owner of a dog or cat which includes a person who possesses or harbours a dog or cat and, where the owner is a minor, the person responsible for the custody of the minor, and “owns” and “owned” have a corresponding meaning.

“**Offence**” a breach of a law or rule; an illegal act.

“**Police Work Dog**” means a dog trained to aid law enforcement officers and used by such officers in the execution of their duties.

“**Pound**” means such premises and facilities designated as the Wiikwemikoong Unceded Territory’s Pound.

“**Pound keeper**” means the person appointed as such by Law of Council.

“**Purebred**” means: registered or eligible for registration in the register of The Canadian Kennel Club Incorporated; or, of a class designated as purebred in any regulations passed pursuant to provincial legislation.

“**Restrained**” means being kept securely confined either inside a building or house or in an enclosed pen of sufficient dimension and strength to be humane and to prevent a dog from coming in contact with persons other than the owner of the dog.

“**Running at Large**” means being in any place other than the premises of the owner and not under the control of any adult person being 18 years of age.

“**Sanitary**” means the animal’s enclosure must be kept free of any accumulation of fecal matter, odors, insect infestation or rodent attractants, which may endanger the health of any person or animal, or which disturbs or is likely to disturb the quiet enjoyment of any neighboring resident.

“**Senior Citizen**” means a person who is 55 years of age or older as referenced by the Wiikwemikoong Unceded Territory.

“**Tag**” means a disc or other shape of metal or plastic furnished by the Wiikwemikoong Unceded Territory as hereinafter provided and suitable to be securely fixed on a dog or cat.

“**Valid Rabies Certificate**” means an up to date rabies certificate issued by a licensed veterinarian certifying the dog or cat to be registered, has been immunized and bearing a date no later than twelve (12) months previous to the date of purchasing the license.

“**Vicious Dog**” means a dog which, without provocation, has bitten a person or a domestic animal and has been impounded by the Animal Control Officer.

“**Visually Impaired**” means a person to whom an identification card has been issued by the Attorney General or an officer of his Ministry, pursuant to the provisions of the Blind Persons’ Rights Act.

PART 1 LICENSING OF DOGS

- (1) Every owner of a dog shall on or about the first day of January in each year, or if the dog is acquired by the owner after January 1, within thirty (30) days of acquisition, obtain from the Wiikwemikoong Unceded Territory a license and tag for each dog; Alternatively, the anniversary date can be on the same dates as the community dog and cat clinic vaccination dates.
- (2) upon application for a license and tag, submit valid rabies certificate;
- (3) notwithstanding the fees referred to in Schedule “A” to this Law, the owner of a dog who is a blind person and requires a guide dog, shall not be required to pay the license fee for a guide dog and where the owner of a dog is a senior citizen the license fee shall be the applicable fee as set out in Schedule “A” to this Law;
- (4) The owner of every dog having obtained a license and tag for each dog, as required by this Law shall:
 - a. Keep the tag securely fixed on the dog for which the tag was issued at all times; a photograph may be an alternative to tagging collected by the contractor for dogs unable to wear collars but must retain the tag on their person.
 - b. Pay a tag replacement fee specified in Schedule “A”, in the event the tag issued for the dog is lost;
 - c. Not transfer the license issued to any other person or dog;
 - d. The owner of every dog that is a Vicious Dog as set out in Part 6, Section 1, an Aggressive Dog as set out in the Definitions shall obtain a license and identify the dog by microchip implantation.
 - e. Every license issued pursuant to this Law shall expire on the last day of the month in the following year of issuance;
 - f. Any person knowingly giving false information when applying for the license shall be in breach of this Law.

PART 2 LICENSING OF CATS

- (1) Every owner of a cat shall:
 - a. on or before the first day of January in each year, or if the cat is acquired by the owner after January 1, within 30 days of its acquisition, obtain from the Wiikwemikoong Unceded Territory an identification tag for each cat;
 - b. Alternatively, the anniversary date can be on the same dates as the community dog and cat clinic vaccination dates.
- (2) upon application for a license and tag, submit valid rabies certificate;
- (3) the owner of every cat having obtained a tag for each cat, as required by this Law, shall:
- (4) keep the tag securely fixed at all times on the cat for which the tag is issued;
- (5) pay a tag replacement fee specified in Schedule “A”, in the event the tag issued for the cat is lost;

- (6) not transfer the tag issued to any other person or cat.

PART 3 DOGS RUNNING AT LARGE

- (1) No person shall allow his or her Dog to run at large in the Wiikwemikoong Unceded Territory.
- (2) For the purpose of this Section, a dog shall be deemed to be running at large when found in any place other than the premises of the owner of the dog, or on private land other than that of the owner of the dog, where consent by the owner of the land has been given, and the dog is not under the control of any adult person.
- (3) No person shall enter or be in a public playground with a dog unless the dog is on a leash.
- (4) Any person at their own risk may seize and impound a dog posing a risk to people or other animals and shall deliver the dog to the Animal Control Officer appointed by the Wiikwemikoong Unceded Territory.
- (5) If a dog or cat that has been seized has a tag or identification or microchip, it shall be the duty of the Animal Control Officer to give notice of the seizure to the owner of the dog or cat according to the Wiikwemikoong Unceded Territory records, by personally contacting the owner or delivering or posting by registered mail, to the address of such owner as recorded in the last revised assessment roll of the Wiikwemikoong Unceded Territory and if notice is given by mail it shall be deemed to have been effectively given upon the mailing thereof and leaving notice at the address of the owner.
- (6) A person whose dog has been impounded shall pay the impound fee in accordance with Schedule "A" prior to its release. For the purpose of this paragraph, a dog or cat shall be deemed to be impounded when taken into custody, care and control by the Animal Control Officer.
- (7) If a dog is not claimed by the owner thereof and picked up within 5 business days (exclusive of Sundays and Statutory Holidays) after notice has been given as provided in subsection (5) or after having been impounded in the case of a dog not having a tag or identification, then the Animal Control Officer may put the dog up for adoption or sent to a designated rescue.

PART 4 NUMBER OF ANIMALS

- (1) The maximum number of dogs that may be kept in any single household in the Wiikwemikoong Unceded Territory of Wiikwemikoong shall not exceed two with the exemption of rural areas, South Bay, Rabbit Island, Kaboni, Cape Smith Buzwah and Lakeshore.
- (2) The maximum number of cats that may be kept in any single household in the Wiikwemikoong Unceded Territory of Wiikwemikoong shall not exceed five.
- (3) Notwithstanding the above, a person may keep more than the prescribed number of dogs or cats provided that the person has obtained a kennel licence to operate a kennel subject to the provisions of The Wiikwemikoong Unceded Territory, and Law. This excludes the rural areas, South Bay, Rabbit Island, Kaboni, Cape Smith Buzwah and Lakeshore.
- (4) Notwithstanding the above, a person may keep more than the prescribed number of dogs provided that the person has a dog sled team for sport, transportation or recreational purposes.

PART 5 CARE OF DOG AND CATS

- (1) Every person who keeps or harbors a dog or cat in the Wiikwemikoong Unceded Territory shall provide the dog or cat, or cause it to be provided with food, water, exercise, attention and veterinary care as may be required from time to time to keep the animal in good health.
- (2) If a dog or cat is customarily kept out of doors, the person having the custody and control of the animal shall at all times provide for its use a structurally sound, weather-proof enclosure with an off the ground flooring, kept in a sanitary condition, which shall be located not less than 1.4 metres from the property line.
- (3) No person in the Wiikwemikoong Unceded Territory shall keep a dog tethered on a chain, rope or similar restraining device of less than 3 meters in length.
- (4) Every person who has tethered a dog on a leash shall ensure that the dog has unobstructed movement within the range of the tether and that the dog shall not suffer an injury resulting from the tether.
- (5) Every person who has the custody or control of an unspayed female dog or cat shall, during each period that the dog or cat is in heat, keep it confined so that it will not attract other animals.

PART 6 CONTROL OF AGGRESSIVE DOGS

- (1) Any dog that is an Aggressive Dog as defined by this Law is subject to Part 1, Section 1, Subsection 5, and shall provide a record of the dog's identification, including the name of the owner, to the Wiikwemikoong Unceded Territory.
- (2) Every owner of a dog that is an Aggressive Dog shall keep the dog securely restrained either indoors or in an enclosure when it is on the premises of the owner. When the dog is not on the premises of the owner, the dog shall be securely restrained by a leash and under the control of a person not under 18 years of age.
- (3) No person shall keep a dog that is an Aggressive Dog in the Wiikwemikoong Unceded Territory if the dog has been found:
 - a. running at large in the Wiikwemikoong Unceded Territory; or
 - b. not restrained when on the premises of the owner of the dog.
- (4) The owner of a dog that is an Aggressive Dog may request and is entitled to a hearing by a committee thereof or the animal control official of the territory if so delegated by council, which or who may exempt the owner from restraint requirement.
- (5) The Animal Control Official for the purposes of this paragraph shall be the Senior Manager of Law Enforcement Division (Cancom Security).

PART 7 VICIOUS DOGS

- (1) Any dog that has been impounded by the Animal Control Officer for a biting incident shall be deemed to be a vicious dog and a record of the dog's identification, including the name of the owner, will be recorded in a register maintained by The Wiikwemikoong Unceded Territory.
- (2) Every owner of a vicious dog shall:
 - a. keep a muzzle and a leash on the dog when it is not on the premises of the owner; and

- b. keep the dog restrained when it is on the premises of the owner.
- (3) No person shall keep a vicious dog in the Wiikwemikoong Unceded Territory if the dog has been found:
 - a. without a muzzle or leash when off the premises of the owner; or
 - b. running at large in the Wiikwemikoong Unceded Territory; or
 - c. not restrained when on the premises of the owner
 - (4) The Animal Control Officer shall notify the Wiikwemikoong Unceded Territory of every owner of a vicious dog and provide all information concerning the dog required by the Wiikwemikoong Unceded Territory.
 - (5) Every owner of a vicious dog shall immediately notify the Animal Control Officer and provide all information concerning the dog as required.
 - (6) Pursuant to the Dog Owners' Liability Act, the owner of a dog may be liable for damages resulting from a bite or attack by the dog on any person or domestic animal.
 - (7) Every owner of a vicious dog shall post appropriate signage in plain view stating "beware of dog".

PART 8 TRESPASSING OF DOGS

- (1) No person who owns, harbours, or possesses any dog shall permit it to run at large, or to trespass on any public or private property.
- (2) Any person who owns, harbours, or possesses any dog shall forthwith clean up and dispose of any excrement left by the said dog on any property whether public or private in The Wiikwemikoong Unceded Territory.

PART 9 POUND KEEPER / KENNEL / POUND / DOG SLED TEAM

- (1) A pound keeper appointed by the Wiikwemikoong Unceded Territory or any person acting under the authority of the Pounds Act may impound any dog which is running at large.
- (2) The cost incurred by the Wiikwemikoong Unceded Territory or a person appointed as Pound keeper by the Council of The Wiikwemikoong Unceded Territory (as set out in Schedule "A") shall be paid by the owner of the Dog or Cat on demand and may be recovered by action or in like manner as invoicing for an administration fee. The provisions of the Pounds Act as to the impounding of dogs shall continue to apply unless specifically amended herein.
- (3) A kennel is a structure or shelter for dogs or cats. Used in the plural, *the kennels*, the term means any building, collection of buildings or a property in which dogs or cats are housed, maintained, and (though not in all cases) bred.
- (4) Wiikwemikoong will provide a building structure (Pound) that will assist the contractor (Animal Control Officer) with maintaining dogs and cats. This structure shall be heated, have stored water, food on the premises and secured. It will be operated by the contractor hired by The Wiikwemikoong Unceded Territory.
- (5) Any person or persons wishing to maintain a dog sled team must maintain registration of the dog sled team with the Animal Control Officer. Each dog must be licensed as per this bylaw and must meet proper care and control measures for each dog in good standing as per Section 5 of this Bylaw.

PART 10 ANIMAL CRUELTY

- (1) Anyone who commits an offence who willfully causes or, being the owner, willfully permits to be caused unnecessary pain, suffering or injury to a cat or dog; and liable to a fine up to \$10,000 dollars. The seizure of the cats or dogs will be carried out by the Animal Control Officer and may be placed in foster care, for adoption or rescue after the health and welfare of the cat or dog is maintained.

PART 11 EXCEPTIONS

- (1) The premises of an accredited veterinary hospital under the care of a licensed veterinarian; premises of the Wiikwemikoong Tribal Police; on the premises of a community college, secondary school, junior high school and pre-school where such animals are being kept for study or teaching purposes or on premises registered as a registered kennel with the Wiikwemikoong Unceded Territory. On premises holding a licence under any Statute of the Province of Ontario or Dominion of Canada, which permits the keeping of animals under stated conditions; on the premises of the Wild Care Wildlife Rehabilitation Centre.

PART 12 PENALTIES

- (1) Any person who contravenes any provision of this Law is guilty of an offence pursuant to the Wiikwemikoong Unceded Territory Law 01-2017, and upon conviction may be liable to a fine of not more than Ten Thousand Dollars (\$10,000.00). For the purpose of this Law for each offence committed refer to Schedule "A" for fees applicable to licensing, boarding, identification and impounding.

PART 13 EFFECTIVE DATE

This Law shall take effect on the date of Chief and Councils approval.

SCHEDULE "A" (LAW #01-2017)

LICENSING / IDENTIFICATION FEES

1. Vicious Dog or Aggressive Dog - \$30.00 per dog
2. Dog or Cat
 - a. \$ 20.00 first Dog / Cat
 - b. \$15.00 second Dog / Cat
3. Annual ongoing fee will be \$5.00
4. Spayed or neutered Dog or Cat (vet. certificate required)
 - a. \$ 10.00 first Dog / Cat
 - b. \$ 8.00 second Dog / Cat
 - i. for dogs / cats owned by Senior Citizens - \$ 5.00
 - ii. Replacement tag \$ 5.00
 - iii. \$5.00 fee if Dog / Cat has been micro-chipped and spayed/neutered (Veterinarians Certificate Required)

EXEMPTIONS

1. any dog used as a service dog (dogs assisting persons who are hearing or visually impaired, or dogs assisting persons confined to wheelchairs, etc.), providing that a certificate from an appropriate agency or from a recognized dog training school is produced;
2. any dog used by the Police Services or by any other law enforcement agency in a law enforcement role and or Security Patrol contractor.
3. any dog or cat being kept in a health care facility or assisted living centre as a companion for residents of such facility, or for pet-facilitated therapy.

MICRO CHIP

1. a reduction in the licensing fees of \$5.00 if the dog/cat has been micro chipped.

IMPOUND FEES (dogs and cats)

1. for first impound is \$25.00, Plus \$8.00 per day boarding costs
2. for second impound in any one-year period - \$50.00 Plus \$8.00 per day boarding costs
3. for third and each subsequent Impoundment in any one year \$100.00 Plus \$8.00 per day boarding costs